



- **Logistic annex to distribution agreement -**

**Standard Operating Procedure for international Land- and Ocean- freight transports from and to Paulaner Brauerei Gruppe GmbH & Co. KGaA (European Union and all non-EU countries)**

*This Standard Operation Procedure (SOP) contains general information, and rules how to handle our goods and work with our logistic department for international land- and ocean-freight.*

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## 1. Documentation Management

Shipping documents (CMR, invoice, packing-list) and Customs documents (eVD and /or Export declaration) must be collected from our logistic department when loading and securing of goods is finished.

No driver may leave our company after loading without these documents.

## 2. Order Management

### 2.1 Order Process

	Truck	Container	resp. Truck / Container
Ordering lead time *	5 w/d	20 w/d	Purchase Order must be transmitted <b>5 / 20 working days</b> prior requested ready date
Perform booking of time slot	3 w/d	10 w/d	Time slot must be booked <b>3 / 10 working days</b> prior named ready date
Changes to booked time slot	2 w/d	6 w/d	Changes must be performed <b>2 / 6 working days</b> prior booked time slot
Cancellation of booked time slot	2 w/d	6 w/d	Cancellation must be performed <b>2 / 6 working days</b> prior booked time slot
Pick up of goods	10 w/d	15 w/d	Goods must be picked up within <b>10 / 15 working days</b> from named ready date
Pick-up late arrival	15 minutes	15 minutes	A maximum delay of <b>15 minutes</b> after booked time slot is permitted

Particular agreements made in the course of contact take precedence.

The requested delivery date must be specified exactly in advance, “asap” is not valid. Upon receipt of the order, Paulaner issues an acknowledgement of order / an incoming order confirmation which names the expected ready date / pick up date. Afterwards the customer is requested to book a timeslot for the pick up of goods via “transporeon”. It is recommended to book the pick up with advance notice to reserve a required time slot, as only a limited number available per day. Paulaner may cancel your order, if the timing requirements stated above are not fulfilled. In case of changes or cancellations of the booked time slot later than specified, Paulaner may incur external costs that will be charged to the customer.

\*If required, Paulaner tries to provide goods earlier, subject to availability.

## 2.2. Loading Addresses

Please consider following loading address for beer:

**Paulaner Brauerei Gruppe GmbH & Co. KGaA**  
**Maelzereistr. 31/32**  
**81249 Munich**

Our working hours are from Monday to Friday from 6:00 a.m. to 10:00 p.m. Please make yourself familiar with any seasonal changes on our website under:

<https://www.paulaner.com/b2b-area/logistics/opening-and-handling-times>

*Cargo will be loaded only, if there are no embargoes or political sanctions in place.*

Please consider following office address: **NOT FOR LOADING OF ANY GOODS**

**Paulaner Brauerei Gruppe GmbH & Co. KGaA**  
**Ohlmüllerstr. 42**  
**81541 Munich**

## 2.3. Transport registration Number

To pick up the cargo, each Trucker must register at the gate with the appropriate transport number(s).

The transport number is a unique reference to identify which cargo to be loaded and will be provided by Paulaner with the incoming order confirmation.

In case more than one transport number should be loaded, the logistic service provider is committed to combine all transport numbers into one Master-transport-number prior to booking the pick-up date via the time slot management tool “Transporeon”.

## 2.4. Time-slot Management – Truck

As soon as the goods are ready for pick-up, your nominated contact will get an automatic e-mail including a link to the Paulaner time-slot booking system [www.transporeon.com](http://www.transporeon.com). Please forward the link to your logistic service provider, in case the pick up will be organized by a third party.

To arrange the pick-up date, it is mandatory to book a time slot via [www.transporeon.com](http://www.transporeon.com) by the logistic service provider.

If you have a full login for Transporeon, please use this access. Otherwise, please use the light access via the link provided in the incoming order confirmation.

If no account is available, the registration can be accomplished via [www.transporeon.com](http://www.transporeon.com).

The provided link in the incoming order confirmation to Transporeon is valid for three months. Please consider the frame conditions, mentioned above (chapter 2.1)

The logistic service provider is obliged to reserve an available time slot and finalize the booking independently.

To guarantee a smooth operation at the loading place, there is only a tolerance of +/- 15 minutes of the planned pick up time permitted.

Please cancel your booking duly, in case pick up cannot be executed at the primary booked time slot.

In case of early arrival, there is an official waiting area (please refer to page 6, point 1 "Check In") close to the brewery.

As soon as the cargo is ready to pick up, the truck is permitted to enter the brewery.

To preserve access to the premises a registration with the transport number (7-digits) at the terminal is mandatory.

To proceed with loading activities, the driver receives instructions of the pick-up gate from the terminal in an individual language.

If no side-loading option at the truck is possible, you may contact the Paulaner logistic transport department (refer to contact details on page 12) in order to coordinate an extra time-slot for rear loading, as only limited ramps are available.

The instructions of Paulaner personnel must be followed at any time.

## **2.5. Quality of truck**

By selecting the logistic service provider, please observe that the truck & trailer must be in a sufficient condition. The trailer must be clean, free of smell or damages and suitable to load groceries.

To save the quality of the beer during transportation and storage, the recommended temperature is from +3°C up to +20°C.

Vehicles which load beer should be equipped in a way that the product temperature in winter should not be below -1°C whereas in summer not exceed +25°C.

If necessary, the forwarder should use Reefer-Trucks in order to guarantee the recommended temperature.

Please consider that the truck may pass different climatic areas on the way to destination.

## **2.6. Time-slot management - Container**

Booking an appointment for container loading is only possible through our Logistic Transport Department. Therefore, please get in contact with YardLogistic by e-mail, mention the container size (20' / 40' / 45') and type (Standard or Reefer) and coordinate a

time-slot. Contact details can be found at the end of this document.

In case of FCL Shipments, the booking of loading time-slots has to be done at the latest 48 hours in advance of loading.

## 2.7. Quality of Container

By selecting the logistic service provider, please observe that the truck & container must be in a sufficient condition. The trailer must be clean, free of smell or damages and suitable to load groceries. In general, it is possible to load 20' DC, 40' DC / 40 and 45' HC Containers; in case of loading kegs, please use 40' HQ container.

All containers will be seaworthy packed and secured from Paulaner personnel according to CTU- packing guideline. Container check and photo documentation will be done for each single container before and during loading.

To save the quality of the beer the best temperature for storage and transport is in range from min. +3°C up to max. +20°C.

If necessary, the forwarder should use Reefer-Container in order to guarantee the recommended temperature.

Please consider that the container may pass different climatic areas on the way to destination.

## 2.8. Weight capacity of truck & trailer / container combination

In order to comply with the maximum truck payload, please consider the weight mentioned on the incoming order confirmation. In addition, please respect the German regulation for Truck/trailer combination.

For the combined truck/rail option, the allowed maximum permitted weight is 44 tons, while the maximum weight for truck only is 40 tons.

After loading the truck, driver is required to provide the weight report to the logistic department, otherwise Paulaner is not able to confirm the weight of the truck.

In any case, the truck driver is obliged to know the maximum payload of the container.

## 2.9. Waiting time costs for trucks and containers

Loading of trucks and containers will take place within a "free-time" of 2 hours, in case of overtime Paulaner will cover 10,00 € per 15 minutes.

Paulaner will not bear any costs in the event of:

- No time slot booked in advance
- Late arrival (+15 minutes delay of booked time slot)
- Manual loading by hand of container (in case of loading takes longer than two hours, costs to account of freight payer)
- Loading time starts to run only from the scheduled loading time window.

## 2.10. Truck incoming, parking and waiting-area

Prior to loading, the following procedure has to be followed:

- registration of Truck arrival
- controlling time-slot (too early, on-time, too late)
- controlling Transporeon booking of transport combination
- controlling loading zone-booking (side/back)
- controlling Customs status if import customs-clearance is done
- controlling product-availability (order-changing), present remaining quantity

- controlling truck -condition
  - Truck-type (trailer: plan- or suitcase-semitrailer, refrigerated or not), truck-quality/-reliability, loading-capacity, net-load, axle-load, load-securing,
- controlling truck-loading-condition vs. order-volume
  - package-type, package-quantity, package-stowage
- truck preparation for loading (approx. 45 min)
  - Remove pale truck
  - Reassign security belts
- instructions to driver for loading process
  - short introduction about check-in, unloading, loading, documents and check-out process

Once all checks are successfully completed and the goods to be collected are available, the driver is instructed to drive to the appropriate terminal to gain access to the premises.

### ***3. Route through brewery Langwied***

1. Check In
2. Entrance Terminal 3 (BEF)
3. Loading zone (BEF)
4. Exit (BEF)
5. Entrance Terminal 1 & 2
6. Unloading of return goods
7. Loading zone (side loading)
8. Loading zone (rear loading)
9. Waiting zone for customs documents, or securing of goods
10. Exit and scales

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#### 4. Empty KEG and pallet return

It is mandatory to send Paulaner an invoice and copies of accompanying documents (B/L, packing-list, etc.) at least 5 days prior to delivery by e-mail to [empties@paulaner.de](mailto:empties@paulaner.de). In case return shipment is booked by ocean freight, it is mandatory to send the documents (Invoice, packing list, B/L) to Paulaner by e-mail to [empties@paulaner.de](mailto:empties@paulaner.de) immediately after vessel departure.

Driver must carry the following documents: Packing List, Invoice, CMR, (T1 or Carnet TIR).

To ensure a smooth and fast return of empty goods, a separate transport will be generated. Please provide the transport number to Paulaner personnel in order to not delay the process.

Please note that, only Paulaner and Hacker Pschorr kegs can be returned. Kegs from other breweries will not be accepted and not be unloaded.

The quantity of returned kegs is counted during unloading. Only the quantity indicated on the Paulaner document / delivery note will be reimbursed, even if there are discrepancies between the customer documents and the count.

Consequently, it is important to carry out an appropriate interface check at the time of loading and unloading or to provide proof in the event of discrepancies.

Address for return shipment of empty kegs (Countries non part of EU), unless agreed otherwise:

**Andreas Schmid Kontrakt Logistik GmbH & Co. KG**  
**Kalterer Str. 11**  
**86165 Augsburg (Lechhausen)**

Above: In cases where it is agreed to redeliver empty Kegs under the Incoterm DAP Augsburg and return shipment is booked by ocean freight,

1. the customer / distributor shall provide a House Bill of Lading naming Paulaner Brauerei Gruppe GmbH & Co. KGaA Ohlmuellerstraße 42, 81541 Munich, GERMANY as consignee and place of delivery Augsburg. In detail the House Bill of Lading shall state the following:
  - As "Shipper": The customer / distributor
  - As "Consignee": Paulaner Brauerei Gruppe GmbH & Co. KGaA Ohlmuellerstraße 42, 81541 Munich, GERMANY, TEL. +49 (0)89 48 005 - 565, [empties@paulaner.de](mailto:empties@paulaner.de)
  - As „Notify Party“
    - (i) As first Notify: Andreas Schmid Kontrakt Logistik GmbH & Co. KG, Kalterer Straße 11, 86165 Augsburg, GERMANY, TEL +49(0)1520 8585 064
    - (ii) As second Notify: Paulaner Brauerei Gruppe GmbH & Co. KGaA Ohlmuellerstraße 42, 81541 Munich, GERMANY, [empties@paulaner.de](mailto:empties@paulaner.de)
  - As "Place of delivery": AUGSBURG, 86165, GERMANY
  - The Incoterm "DAP Augsburg"
  - "Freight Prepaid"
2. Under no circumstances shall Paulaner be mentioned as consignee in the Master Bill of Lading / Master Sea waybill. If a Master Bill of lading or Master Sea waybill is issued it shall state the following:
  - As "Shipper": The customer / distributor or its freight forwarder / forwarding agent
  - As "Consignee": the customer / distributor or its freight forwarder / its forwarding agent at the port of discharge / its delivery agent
  - As "Notify party": name, address and contact details of the freight forwarder of the customer / distributor / its forwarding agent at the port of discharge / its delivery agent
3. By way of clarification only, it is agreed that if costs are claimed from Paulaner by the shipping company or any other third parties arising from and in connection with the transport before delivery at Augsburg, these are to be borne by the customer / distributor on first demand of Paulaner.

Address for return shipment of empty kegs (Countries part of EU), unless agreed otherwise:

**Paulaner Brauerei Gruppe GmbH & Co. KGaA**  
**Maelzereistr. 31**  
**81249 Munich**

In case of empty KEGs return by Containers:



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Please load the KEGs horizontal and NOT standing upright!



For safety reasons, please secure the final layer of KEGs next to the door to prevent KEGs dropping out of the container when opening the doors.

In case of return shipment on Pallet, please make sure that quality of Euro-Pallets is not less than B-Quality, otherwise we cannot refund the full deposit of pallets.

The quantity of returned pallets is counted during unloading. Only the quantity indicated on the Paulaner document / delivery note will be reimbursed, even if there are discrepancies between the customer documents and the count.

Consequently, it is important to carry out an appropriate interface check at the time of loading and unloading or to provide proof in the event of discrepancies.

**QUALITY CLASSIFICATION**  
For the open pallet exchange pool

**NEW** (GS Germany) | Usable for STORAGE TRANSPORT MFH (EPAL logo)

- Characteristics:
  - Dark wood colour
  - Chamfered
  - 1100 x 1100 x 144 mm
  - Guaranteed maximal load: 1,500 kg
  - Max. 22% residual moisture
- No signs of use, light-colored wood, no splinters caused by user
- Rough-sawn wood, even and recent milling pattern
- Key marking of the pallet organization (EPAL, EUR possible)
- All base boards are chamfered on both edges
- IPPC identifier, manufacturer identifier or license number, control quality staple
- 4 corner edges chamfered
- Key marking of the pallet organization (EPAL, EUR possible)
- CAUTION: Lightness alone does not ensure affiliation to the NEW class. Do check on the grading criteria of the following classes

**CLASS A** | Usable for STORAGE TRANSPORT MFH (EPAL logo)

- Characteristics:
  - Light wood colour
  - Pallet has already been used
  - EPAL IS / IPPC not guaranteed
  - Max. 22% residual moisture
- No splinters caused by user
- No adhesives e.g. cardboard, film, tapes, labels
- Licensed repair allowed control quality staple and/or repair nailing
- Signs of use, but no contamination
- No splined blocks
- Legibility of all the prescribed key markings (EPAL, EUR possible)
- CAUTION: Lightness alone does not ensure affiliation to class A. Do check on the grading criteria of the following classes

**CLASS B** | Usable for STORAGE TRANSPORT MFH (EPAL logo)

- Characteristics:
  - Dark wood colour
  - On remaining whole stacks a dark/light mixture possible
  - Pallet has already been used
  - EPAL IS / IPPC not guaranteed
  - Max. 22% residual moisture
- No splinters caused by user
- No adhesions e.g. cardboard, film, tapes, labels
- Licensed repair allowed control quality staple and/or repair nailing
- Signs of use, wood subsequent discolouring permitted
- No splined blocks
- Legibility of all the prescribed key markings (EPAL, EUR possible)

**CLASS C** | Usable for STORAGE TRANSPORT

- Characteristics:
  - Pallet has already been used
  - EPAL IS / IPPC not guaranteed
- Surface moisture resulting from use, e.g. fruit or vegetables
- Signs of use, wood subsequent discolouring permitted
- Slightly splined blocks, <math>\leq 1\text{ cm}</math> of overhang
- Adhesions permitted e.g. cardboard, film, tapes, labels higher classification possible once removed
- Combinations that cannot be passed onto the product
- Licensed repair allowed control quality staple and/or repair nailing
- Key identification of the pallet organization at least legible on one block
- Splinters permitted
- CAUTION: A max. 1 nail/shank per construction element, a maximum total of 2 nail/shanks visible at the pallets top, of which are not visible or exposed

**NOT USABLE**

Without being repaired, pallets with these faults must not be used in the open pallet exchange pool

- Warping down projecting fastening elements
- Drying/bleaching soaked boards
- Missing component
- Materials component or entire discoloured, water-soaked, etc.
- Visible fastening elements e.g. nails
- Combinations which can be passed onto the product (e.g. parts of drink, meat, wood stain etc.)
- Storage partially or fully flat and bent
- Indiscreet repair
- Splined block > 1cm
- No longer any prescribed identification legible

Approved eradication of faults by users for quality classification (A, B, C):

REPAIR only permitted by duly licensed repair company:

## 5. Fully filled returned goods

For import customs declaration, it is important that full KEGs are declared separately on all documents especially on the invoice. In the absence of prior information about full KEGs, we can only refund the deposit value of KEGs but not the value for beer.

In case of mixed return of empty and full KEGs, please make sure that full KEGs are marked for easy identification during unloading because they need to be checked separately by our quality department. Full KEGs need a separate import customs process; this might incur additional time when information is not available prior to unloading.

## 6. Out of Stock situation

In the event that your product is out of stock during the pick up process, we will contact you to evaluate if an alternative product is suitable.

If we cannot reach you, the order will be reduced accordingly. Of course, the invoice will be reduced accordingly.

In addition, it may happen that the truck capacity is not sufficient to pick up the entire order. Should this be the case, the order will be reduced to continue with the loading process.

Therefore, please pay attention to the specific weight of the goods on the incoming order confirmation from Paulaner and take the weight into account when ordering the truck.

## 7. Secure loading for truck transport only

In order to secure the cargo against slipping, rolling, tilting or dropping the vehicle superstructure must be designed in such a manner that the cargo can be secured either on the vehicle itself or by auxiliary material lashings.

Load distribution is the basis to secure operational load securing, so that the overall weight for the axial, vertical and static load point is not exceeded and that the driving behavior is not compromised.

The driver is responsible for securing the load. Therefore the driver is obliged to carry own, suitable and sufficient load securing material.

If an order cannot be loaded due to insufficient securing material, Paulaner is entitled to refuse the loading. In this event, Paulaner will not cover dead freight charges.

If the **regulations** regarding the proper securing of the load are **not followed**, the **driver**, the **loader** and the **vehicle owner** will be liable for the following **legal consequences**:

- Prohibition to continue operating the vehicle until the load has been secured properly
- Traffic offence with fine (and 3 penalty points on the driver's license)
- In the case of personal injury, the person responsible may face a criminal complaint ending to a fine or imprisonment
- In the case of liability claims, inter alia the following consequences may arise:
  - in the event of third-party damage: compensation claims (§ 823 BGB)
  - in the event of first-party loss: contributive negligence (§ 254 BGB) as a result of which the party's own
    - Claims against the insurance company may be reduced.
  - in the event of cargo damage: liability according to HGB (§§ 425 - 438 HGB)

## 7.1. Legal Regulations

According to law, the following persons are responsible for loading vehicles safely for transportation according to VDI Guideline 2700 "Securing Loads on Road Vehicles":

- the **driver** (The driver is the person who usually performs the load securing measures)
- the "**loading operations manager**" (The "loading operations manager" and/or the loader is the person authorised to make independent decisions with respect to all loading activities) for the proper implementation of securing the load according to the guideline
- the **vehicle owner** - To ensure that the vehicle is adequately equipped with load-securing devices, so load can be secured properly.

According to law, the loader's duty may not be transferred to the driver.

## 7.2. Load-Bearing Capacity of the Superstructure

Depending on the vehicle's design, in principle, semi-trailers must be loaded tightly, so that no further load-securing measures are required with the following load values (Code XL):

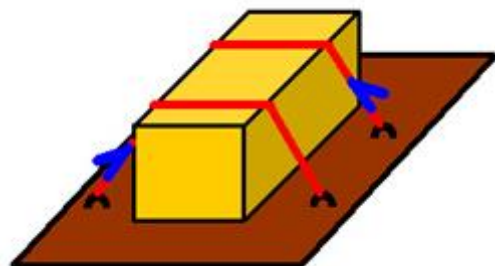
- Front wall: 50 % of the loading capacity
- Rear wall: 40 % of the loading capacity
- Side wall: 30 % of the loading capacity

Examples:

- Box body (Code XL)
- Standard curtain sider with reinforced structure according to certificate (Code XL Beverages)
- Beverage trailer with swivelling sidewall (Code XL)

Single tarpaulins or curtain structures without certification are not suitable for securing beverage pallets! (Code L)

## 7.3. Load-securing measures within Paulaner brewery



With **non-certified** curtain structures within the Paulaner Brewery, all pallets must be secured by **lashing down**.

Hereby, the lashing strap is inserted, fed over the load, and tightened using the tensioning element (ratchet).

Using the structure for a form fit requires a clean-swept loading area ( $\mu=0.3$ ) and a loading width of at least 2.40 (2 pallets). A gap of max 15 cm is permissible at the rear. As a general rule, secure in all non-standard situations. Only

head lashings are permitted to secure the load to the rear because clipboards are inadequate.

In order to guarantee **optimum load security**, the following applies additionally:

- Frayed or damaged lashing straps must not be used.
- Lashing straps must not be knotted and not be stretched over sharp edges
- Each lashing strap must be tagged with a blue identification label

- In order to avoid individual carriers from sliding, at least one lashing tarpaulin or two belts per pallet should be used.

With certified superstructures for beverage transportation, the certificate must be submitted unsolicited to the controller. Otherwise, the load must be secured by lashing down. In principle, lashing must be carried along by the driver and/or provided by the vehicle owner. However, the Paulaner brewery also offers edge protectors and empty pallets for purchase on site and can be purchased by cash payment by the driver. In case that any materials were needed for lashing, costs for materials like pallets will be debited to customers account in case that trucker is not able to pay for.

In general the truck driver is responsible to execute securing the load.

If a seaworthy container is booked to pick up the cargo, Paulaner is responsible for securing the cargo.

**The loading of vehicles will be denied unless adequate load-securing can be guaranteed. In that event, Paulaner will not cover dead freight charges.**

#### **7.4. Rules and security guideline for drivers at Paulaner brewery**

- Each driver needs to wear his own security outfit containing hi-vis-waistcoat, steel-toe-cap-boots and in case of empty-KEG-return a helmet - Otherwise he is NOT allowed to enter the brewery.
- Driving the truck backwards at the brewery area is only allowed when a second person supports the driver from the back-side to avoid accidents.
- Maximum speed limit at the brewery for all vehicles is 10 km/h.
- Smoking is not permitted at the brewery premises.
- The instructions of Paulaner personnel must be followed at all times.

#### **8. Show-stoppers**

- Communication issues with the driver - minimum English is required.
- The combined weight of truck, trailer and cargo exceeds 40 tons

#### **9. Damage and claim process**

In case of any damages, please inform our Quality Department. Please use the attached "Complaint Form" sheet. It is necessary to provide detailed information about the shipment and the damage. Please fill in all details and a short explanation. If not all mandatory details are available, we are not able to improve our packaging and service to avoid further damages.

The complaint form needs to be sent by e-mail as soon as goods were received.

Please also provide a copy of all transport documents.

The complaint document is available at PaulanerPartnerPortal under <https://www.paulanerpartnerportal.com/configurators/complaint-form/>

## **10. Contacts at Paulaner**

*Communication language is English or German.*

### **Sales:**

Please contact your responsible sales representative.

### **Order Management:**

E-mail: [orders@paulaner.de](mailto:orders@paulaner.de)

### **Logistic department:**

E-mail: [yardlogistik@paulaner.de](mailto:yardlogistik@paulaner.de)

Phone: +49 89 48005- 1170 / 1171

### **Empties:**

E-mail: [empties@paulaner.de](mailto:empties@paulaner.de)

### **Customs:**

E-mail: [customs@paulaner.de](mailto:customs@paulaner.de)

### **Logistic Supply Chain Coordinator:**

E-mail: [rtm.international@paulaner.de](mailto:rtm.international@paulaner.de)

### **Quality Department:**

E-mail: [Markus.Huebner@paulaner.de](mailto:Markus.Huebner@paulaner.de)

E-Mail: [quality.manager@paulaner.de](mailto:quality.manager@paulaner.de)

## **11. Subsidiary agreements**

Verbally subsidiary agreements are not valid. Amendments or further additional attachments need to be done in written form for legal validity.

## **12. Governing law, place of jurisdiction**

This SOP is subject to German law excluding the application of the UN Convention on Contracts for the International Sale of Goods. Place of jurisdiction is Munich/Germany.